

STATE OF CALIFORNIA
California Health Benefit Exchange

Request For Quotation
Automation of Recruitment Process/Applicant Tracking System

QUOTE DUE DATE: June 14, 2013 before 4PM Contract Award Date: June 21, 2013	Quotes must be delivered to Kelly Long at California Health Benefit Exchange 560 J Street, Suite 290 Sacramento, CA 95814	
Supplier name and address: Contact: Phone: Fax:	SOLICITATION NO.: RFQ 2012-09 ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS: YES _____ NO _____ IF YES, MANUFACTURER? YES _____ NO _____ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES _____ NO _____	
Name (Print): ▶ _____ Title: ▶ _____ Signature: ▶ _____ Date: _____ Federal Employer Identification Number: ▶ _____	Return quote to: California Health Benefit Exchange Attn: Kelly Long 560 J Street, Suite 290 Sacramento, CA 95814 Hbexsolicitation@covered.ca.gov	SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NON-PROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.

DECLARATIONS UNDER PENALTY OF PERJURY; By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration in Attachment 11 – Exhibit C – General Terms and Conditions, Item K.3 is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.



DESCRIPTION

The purpose of this Request for Quote for Services is to provide an Applicant Tracking Database.

The following attachments are incorporated as part of this Request for Quote:

- Attachment 1 – Cover Letter
- Attachment 2 – Cost Sheet
- Attachment 3 – Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Certification
- Attachment 4 – FORM 700 Statement of Economic Interest Certification
- Attachment 5 – Payee Data Record
- Attachment 6 – CA DVBE Requirement
- Attachment 7 – Bidder Declaration
- Attachment 8 – Standard Agreement (Std. 213)
- Attachment 9 – Exhibit A – Statement of Work
- Attachment 10 – Exhibit B – Budget and Payment Provisions
- Attachment 11 – Exhibit C – General Terms and Conditions
- Attachment 12 – Exhibit D – Special Terms
- Attachment 13 – Exhibit E – Additional Provisions
- Attachment 14 – Exhibit F – Travel Reimbursement Information
- Attachment 15 – Darfur Certification
- Attachment 16 – Confidentiality Statement

Applicant Tracking Database

You are invited to review and respond to this Request for Quote for Services (RFQ), entitled *California Health Benefit Exchange, Automation of Recruitment Process/Applicant Tracking System*. In submitting your quote, you must comply with the instructions found herein. The services required are delineated in the Statement of Work. Please read the enclosed document carefully.

Quotes must be received no later than the date and time specified on the face of this RFQ and in Section I.D. Key Action Dates.

I. General Information

A. Purpose

The California Health Benefit Exchange (Covered California) seeks to implement a commercial, off the shelf Software as a Service X (SaaS) VTracking System including, but not limited to online job application entry, comprehensive applicant tracking functionality, electronic (e-mail) applicant communication features and robust reporting capabilities.

The Contractor resulting from this RFQ shall assist Covered California to implement and will maintain an automated applicant tracking system able to meet the specific needs of California State Government agencies.

Covered California is a newly created, rapidly expanding department of the State of California. Covered California is responsible for implementing the health benefit exchange to assist California employers and residents to obtain health coverage in accordance with the Affordable Care Act. Covered California does not currently utilize a formal applicant tracking system. We anticipate hiring 700 employees in 2013 as we staff two call centers and develop the infrastructure to support the department.

The primary goal of this RFQ will be to provide a fair basis for qualified vendors to respond, and a framework for Covered California to select the most functionally qualified and cost-effective proposal.

The period of performance for this contract is two years, July 1, 2013 to June 30, 2015. The current budget allocation to support the services outlined in this document shall not exceed \$50,000 for the contract term or any amendment to the contract.

B. Availability

The selected contractor must be able to meet the requirements of this RFQ and be ready to begin work within five (5) business days of the contract award date specified in Section I.D. Key Action Dates. If personnel offered by the selected contractor leave the contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFQ. All replacement personnel are subject to approval by Covered California.

C. Period of Performance

The term of this Agreement begins on or about July 8, 2013 through June 30, 2015 with the option for the State to extend the term for up three (3) years at the rates specified in Attachment 2 Cost Sheet that includes optional costs for optional extensions to the contract. The period of performance must be changed by a written Amendment to the Agreement, if the department exercises its option to extend services.

The contractor shall not be authorized to deliver or commence performance of services as described in this Statement of Work (SOW) until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

D. Key Action Dates

Listed below are the key action dates and times by which the actions must be taken or completed. If Covered California finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFQ. All dates and times are Pacific Standard Time.

<i>Key Action Dates</i>	<i>Date</i>
Release of RFQ	Tuesday June 4, 2013 before 4PM
Submission of Questions on Requirements	Thursday June 6, 2013 before noon
Exchange Response to Questions	Friday June 7, 2013 before 4PM
Submission of Quotes	June 20, 2013 before 4PM
Notice of Intent to Award	June 24, 2013 before 4PM
Contract Term	July 8, 2013 through June 30, 2015
Project Kick Off Date	July 8, 2013

All dates after the Submission of Quotes (date and time) are approximate and may be changed if needed to allow Covered California additional time for evaluation and contract execution.

E. RFQ Response Guidelines

This RFQ and the Contractor's quote in response to this document will be made a part of the contract. Responses to this RFQ must contain all data/information requested and must conform to the format described in this RFQ. It is the Contractor's responsibility to provide all required data and any other information deemed necessary for Covered California's evaluation team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's Statement of Work.

Facsimile machine bids will NOT be considered for responses.

This RFQ requires Bidder(s) to submit a final quote that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope/container when shipped to Covered California by the dates and times shown in Section D Key Dates. The

sealed package must be plainly marked with the (1) RFQ number and title, (2) firm name and address, and (3) must be marked with "DO NOT OPEN", as shown in the following example:

RFQ 2012-09
Automation of Recruitment Process/Applicant Tracking System
Attention: Kelly Long
California Health Benefit Exchange
560 J Street, Suite 290
Sacramento, CA 95814

Hardcopy proposals shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a Covered California-designated central repository and remain the sole property of Covered California.

Bidder shall submit a minimum of six (6) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope/Container. In the bidder best interest, one (1) set should be titled as being the Master copy and the remaining five (5) as additional copies. Bidder can also provide a CD ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies.

F. RFQ Response Content

The following documents must be submitted in the RFQ response.

1. Cover Letter – Attachment 1
Bidder must complete and attach the cover letter included in this RFQ as Attachment 1
2. Understanding and approach narrative, not to exceed three (3) pages. Include a description of your understanding of the project's goals, emphasizing your understanding of the objectives and the major activities that must be performed to complete the work. Discuss your strategy for completing the tasks listed in the scope of work, within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response.
3. Cost Sheet – Attachment 2
Bidder must complete the cost sheet that identifies total cost per transaction as described in the Statement of Work using the format in Attachment 2 – Cost Sheet.
4. Corporate Qualifications Narrative, not to exceed three (3) pages. Include a description of your corporation's ability to meet the project's goals, emphasizing your experience with the major objectives and activities outlines in the scope of work.

5. Project Management Narrative, not to exceed three (3) pages. Include a narrative on projects in progress or completed within the last three years that related to the scope of work.
6. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Certification – Attachment 3
The Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Certification must be signed and dated by the bidder and submitted with the bidder's proposal.
7. FORM 700 Statement of Economic Interest Certification– Attachment 4
The FORM 700 Statement of Economic Interest Certification must be signed and dated by the bidder, its employees, and subcontractor employees working on this project and submitted with the bidder's proposal. The purpose of Attachment 4, is to confirm that the awarded vendor will complete the Form 700 Statement of Economic interest. This language will be changed in the upcoming Addendum.
8. Payee Data Record – Attachment 5
The successful bidder will be required to submit a Payee Data Record, STD. Form 204, listing their Taxpayer Identification Number.
9. CA DVBE Requirement - Attachment 6
The bidder must complete Exhibit 6 and submit with its bid, if applicable.
10. Bidder Declaration – Attachment 7
The bidder must complete Attachment 7 and submit with its bid.
11. Standard Agreement (Std. 213) – Attachment 8
The bidder must complete the Contractor's Name section of Box 1 and the information required in the **Contractor** section below Box 4.
12. Contract Templates – Attachments 9 through 13
The Contract templates are provided for the bidder to understand the general terms and conditions associated with this agreement.
13. Confidentiality Statement – Attachment 16
The Confidentiality Statement must be signed and dated by the bidder, its employees, and subcontractor employees working on this project and submitted with the bidder's proposal.
14. TACPA /EZA/LAMBRA

If you qualify for more than one bidding preference (TACPA, EZA, LAMBRA, Small Business), the maximum preference allowed by law is 15% or \$100,000.

If any of these “acts” apply, complete the appropriate form and attach it to your response.

ENTERPRISE ZONE ACT PREFERENCE (EZA)

Government Code Section 7080, et. seq., provides that California based companies may be granted preferences when bidding on state contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Proposal. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

A bidder which has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

TARGET AREA CONTRACT PREFERENCES ACT (TACPA)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

LOCAL AGENCY MILITARY BASE RECOVERY AREA PREFERENCE (LAMBRA)

The LAMBRA bidding preference that you qualify for is used for bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract (Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, 100 et seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their Final Proposal. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

15. DVBE PARTICIPATION

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. Bidders must complete and return all the appropriate pages in order for the quote to be considered responsive.

<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

16. **SMALL BUSINESS REGULATIONS** - The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by Clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.
17. **NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE** - A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.
18. **SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA)** SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.
19. **ATTACHMENT WITH QUOTE REQUIRED IF CLAIMING THE SMALL BUSINESS PREFERENCE**- All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>
20. **SMALL BUSINESS CERTIFICATION** - Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted

Small business non-profit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.
21. **DECLARATION FORMS** – All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the

subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at www.pd.dgs.ca.gov/smbus. The completed form should be included with the bid response.

22. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

II. Evaluation Information

A. Evaluation Process

Each RFQ response will be checked for the presence of required information in conformance with the submission requirements of this RFQ. Covered California will evaluate each RFQ response to determine its responsiveness to the requirements.

B. Evaluation Criteria

The overall responsiveness of each RFQ response is based on the complete response from the bidder to the RFQ requirements, including the statement of work for the project. The following three sub-sections and criteria will be reviewed by Covered California's evaluation team.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

	Requirement	Yes	No	N/A
	Cover Letter			
	Understanding and Approach to the Statement of Work			
	Corporate Qualifications Narrative			
	Project Management Narrative			
	Signed FORM 700 Statement of Economic Interest Certification			
	Bidder Declarations			
	List of Subcontractors			
	All other Administrative requirements, i.e., DVBE, EZA/TACPA/LAMBRA, etc.			
	Signed Confidentiality Statements, Attachment 16			

	Federal debarment certification, Attachment 3			
	Payee Data Record, Attachment 5			
	Darfur Certification, Attachment 15			

2. Technical Requirements Evaluation Criteria (100 points)

Covered California Evaluation Team will evaluate Offeror proposals in the four (4) areas of requirements:

1. Understanding and Approach
2. Corporate Qualifications
3. Proposed Services Functionality
4. Project Management and Approach

- 1) (25 points) Understanding and Approach: Scoring of this factor shall be based upon the Evaluation Team's assessment of the Offeror's understanding of and insight into the challenges, issues, and risks faced by Covered California in the Scope of Work, and the feasibility, efficiency and expected effectiveness of the approaches offered by the Offeror to provide assistance to Covered California. Evaluators will assign scores based upon information contained in the Offeror's Understanding and Approach Narrative, shown below.

Understanding and Approach Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Understanding and approach clearly demonstrates unusual insight and/or creativity.	25
Acceptable	No reservations or minimal reservations about offeror's understanding and approach.	15
Marginal	Material reservations about offeror's understanding and approach.	5
Unacceptable	Understanding of the project and client needs clearly deficient.	0

- 2) (25 points) Corporate Qualifications: Covered California seeks a vendor with significant corporate capacity to respond to Covered California's needs during the entire duration of the contract, support a high degree of qualified staff continuity, and a consistently high level of individual team member performance.
- Scoring of this factor will be based upon the Evaluation Team's assessment of corporate resources, capacity, and historical track record as they relate to the Scope of Work. Evaluators will assign scores based upon the Corporate Qualifications Narrative. Scores will be assigned in accordance with the rating scale shown below, Corporate Qualifications Scoring Key.

Corporate Qualifications Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	High degree of confidence in corporate capabilities.	25
Acceptable	No reservations or minimal reservations about corporate capabilities and resources.	15
Marginal	Material reservations about corporate capabilities and resources.	5
Unacceptable	Corporate capabilities and resources clearly inadequate.	0

- 3) (25 points) Proposed Services Functionality: Scoring of this factor shall be based upon the Evaluation Team's assessment of the breadth, depth, and relevance of each proposed functional area and credentials. Evaluators will assign scores based upon information contained in Statement of Work. The Evaluation Team will consider, in descending order of importance:

- Ensure privacy of applicant information
- Ensure compliance with State of California/Covered California security and data storage requirements
- Advertise openings and provide use friendly online application process
- Provide back end functionality (distribute and review resumes, schedule interviews, track applicant status)
- Provide reporting and metrics
- Provide integration with CalHR generated certification lists
- Scale capacity as the enterprise grows

Scores will be assigned for each individual functional area in accordance with the rating scale shown below, Proposed Services Functionality Scoring Key.

Proposed Services Functionality Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	100% functional areas met.	25
Acceptable	90% functional areas met.	15
Marginal	80% functional areas met.	5
Unacceptable	70% or less functional areas met.	0

- 4) (25 points) Project Management and Approach will be based on projects in progress or completed within the last three years.

Scoring of this factor will be based upon the Evaluation Team's assessment of the breadth, depth, and relevance to the requirements detailed in the Scope of Work of recent Offeror experience, as well as corporate resources and capacity as indicated by the characteristics of

projects. Evaluators will assign scores based upon information contained in the Project Management Narrative. Scores will be assigned in accordance with the rating scale shown below, Projects Completed or in Progress Scoring Key.

Projects Completed or in Progress Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Extensive, highly relevant corporate experience clearly demonstrated.	25
Acceptable	No reservations or minimal reservations about extent or relevance of corporate experience.	15
Marginal	Material reservations about extent or relevance of corporate experience.	5
Unacceptable	Extent of corporate experience clearly inadequate or irrelevant.	0

3. Cost (50 points).

The cost for this RFQ is weighted at 50% of the total points available. The contractor will be evaluated on the total extended cost for both the contracted term and including any optional extension years.

C. Scoring

1. Administrative (Pass/Fail)

The administrative evaluation criteria will be scored pass/fail.

2. Technical (100 points)

The technical evaluation criteria will be scored on a scale of 0 through 10, with 0 being "does not meet the requirement" and 10 being "exceeds the requirement".

3. Cost (50 points)

Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (50), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Cost Evaluation and Scoring Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$13,200	$\frac{\$10,000}{\$13,200} \times 50$	38
B	\$11,600	$\frac{\$10,000}{\$11,600} \times 50$	43
C	\$10,000	$\frac{\$10,000}{\$10,000} \times 50$	50

4. Final Scoring Methodology

Bidder	Technical Score	Cost Score	Total Points Awarded
A	42	38	80
B	38	43	81
C	46	50	96

In this case, the highest scored proposal from Bidder C would be the intended awardee.

III. Statement of Work

This Statement of Work (SOW) reflects the services to be provided by the Contractor for Covered California.

Task 1: The Contractor shall provide Covered California with an Applicant Tracking System that meets the following general requirements:

System Requirements

- System must provide scalability to support projected volume of applications estimated at 30,000 per year
- Web based elements must comply with usability guidelines documented at usability.gov for all (<http://www.usability.gov/guidelines/index.html>)
- System must comply with accessibility standards including WCAG priority 1,2, and 3 as well as ADA Section 508
- System must allow point-and-click customization to application user interface, fields, reports, triggers, notifications, and workflow that can be handled by non-IT users
- System must be capable of limiting access by role-based security (ability to define multiple levels of user security)
- System must allow proxy and delegate functions
- System must provide ability to save all system information in accordance with State of California Records retention requirements
- System must be available 24/7, 365 days per year except for scheduled downtime for system maintenance with prior notification to Covered California
- Contractor must provide technical support during normal business hours, Monday – Friday 6 am to 6 pm Pacific Time excluding major holidays

- j. Contractor must provide a servers interruption / disaster recovery plan including defined service recovery timeframes and escalation approach

Workflow Requirements

- a. System must provide workflow alerts that may be grouped by user profile such as hiring manager, recruiter, etc.
- b. System must be flexible to support current and future business rules and workflow
- c. System must process all transactions in real time
- d. System must provide the capability to override workflow
- e. System must provide an audit trail of all transactions
- f. System must provide the functionality to support up to four approval levels

Communication

- a. System must provide the functionality to develop (without IT assistance), modify, and send notification via email and print notifications
- b. System must provide the functionality for auto generated responses
- c. System must provide the functionality for applicants to subscribe and unsubscribe to interest card notifications
- d. System must provide the functionality for administrator to create user lists to send notifications

Data and Records Management (MUST have audit trail)

- a. System must provide the functionality to perform mass updates and apply a single action such as delete all records with a close date of xx/xx/xxxx
- b. System must provide the functionality to generate unique user identification (e.g. applicant ID)
- c. System must provide the functionality to clone, delete, purge and/or update records and have the ability to log or generate reports of these actions
- d. System must provide the functionality to store and retrieve information in different formats
- e. System must provide the functionality to export all Covered California owned data as either a mass export, or an incremental export
- f. Encryption data must be stored in the cloud

Printing Capabilities

- a. System must provide ability to print and customize all screens, documents, notifications alerts, lists and reports
- b. System must provide ability to print any key information including application, confirmation notices etc.

Search Capabilities

- a. System must provide keyword and content based search tools, including advanced search capabilities (e.g. last name and date range)
- b. System must provide filtering capabilities to filter or sort applicants

Other

- a. System must allow Covered California branding
- b. System must provide ability to track status on all recruitment requisitions
- c. System must provide ability to flag an applicant record to notify authorized user prior to any action
- d. System must provide online tools for end user training
- e. System must support a wide range of web browsers
- f. System must support mobile devices such as tablets or smartphones
- g. System must provide ability to scan paper applications and present the applicant information in the same format as those applications that have been entered into the online system by applicants
- h. System must provide ability to use and search on user defined fields of varying length to accommodate State specific information such as State Controller's Office 13 digit number, rank, certification number etc.
- i. System must interface with a wide range of social networking sites

Task 2: The Contractor shall provide Covered California with an Applicant Tracking System that meets the following recruitment requirements:

Recruitment Requirements

- a. System must provide template capability (system should save recruitment requests and permit authorized users to use as templates for future similar recruitments)
- b. System must provide the functionality to upload and attach multiple documents to support requisition in text, visio or pdf
- c. System must have the functionality to designate various types of employment (e.g. full-time, part-time, intermittent, temporary etc.)
- d. System must provide an automated process for posting job announcement to external websites (Monster, CareerBuilder etc. and social network sites (Facebook, Twitter etc.)
- e. System must provide the functionality for branding of job postings
- f. System must provide the functionality to customize the application and replicate the State of California employment application form STD 678 when printing
- g. System must provide the functionality that requires an applicant to establish an account profile that includes at a minimum:
 - a. First Name, Last Name
 - b. Demographic Information
 - c. Unique username
 - d. Password
 - e. Password Recovery Challenge Questions
 - f. E-Mail address
- h. System functionality must use industry best practices for self-service password reminder or reset feature
- i. System must provide ability for applicant to attach multiple documents in text or pdf format.
- j. System must provide the functionality to merge multiple profiles created by the same applicant

- k. System must provide the functionality to cut and paste feature for resume or application entry
- l. System must provide the functionality for an applicant to designate preferences such as geographic region, shift, work days, full or part time employment, weekend work etc. and allow administrator to customize preferences
- m. System must provide the functionality for applicant to save incomplete applications
- n. System must provide the functionality for applicant to update or complete applications at will
- o. System must provide the provide the functionality to force entry of required information by applicant
- p. System must provide the functionality for applicants to search job openings by keyword
- q. System must provide the functionality for authorized users to manually enter applications received in hard copy
- r. System must provide the functionality for applicants to complete job interest cards
- s. System must provide the functionality for automatic acknowledgement
- t. System must provide the functionality to generate pre-defined and customized correspondence to applicants electronically and in paper format

Applicant tracking Requirements

- a. System must provide the functionality to track a single applicant for multiple positions
- b. System must provide the functionality for electronic time and date stamp for all applications submitted
- c. System must provide the functionality for applicants the ability to check status
- d. System must provide the functionality for applicants the ability to withdraw from consideration
- e. System must provide the functionality to differentiate among current Covered California employees, current State of California employees and external applicants
- f. System must provide the functionality to capture layoff types such as General Reemployment, SROA and Surplus status and track verification of status including date and name of user verifying status
- g. System must provide the functionality to attach a copy of SROA/Surplus letter submitted by applicants
- h. System must provide the functionality to note verification of a waiver online by enabling a user to note date time and method of waiver
- i. System must provide the ability for recruiters, hiring managers and Subject Matter Experts (SME) to screen and note status of applicants
- j. System must provide the functionality to schedule and track hiring interviews
- k. System must provide ability to enter multiple outcomes for events (waived, failed to appear, interviewed etc. as defined by administrator
- l. System must provide the functionality to generate reports on all of the above

Recruitment Administration

- a. System must provide the functionality to generate industry standard (e.g. utilization analysis) custom and ad hoc reports
- b. System must provide an easy to use dashboard for users
- c. System must allow for open comment fields
- d. System must provide the functionality to flag an applicant as not eligible for hire or rehire and allow authorized staff to deactivate the account
- e. System must provide the functionality to archive and purge applicant data

- f. System must provide the functionality to establish screening questions and not allow applicants to proceed if screening questions are not completed.
- g. System must provide the functionality to track applicant demographics (gender, ethnicity and disability without displaying information to hiring managers, screeners or SME
- h. System must provide the functionality to track and report on source of applicants (where applicant learned of the opening)

Task 3: The Contractor shall provide Covered California with an Applicant Tracking System that meets the following training / technical requirements:

Training Requirements – The contractor must provide ongoing technical assistance, training, customer service, support and consulting during and following implementation

- a. Contractor must provide Power User training including instructor led, one on one or small group session, as well as online tools and job aids
- b. Contractor must provide Security/System Administrator training including instructor led, one on one or small group session, as well as online tools and job aid. The Security/System Administrator training would allow identified users to administer roles and access privileges
- c. Contractor must provide web based training or online tools for all users 24/7 to onboard new users post implementation.
- d. Contractor must provide web based training or online tools for applicants 24/7 to assist them in completing the online application and provide help desk services as approved by Covered California

Technical Requirements - The contractor must coordinate with Covered California IT staff for compliance with guidelines and requirements for external vendors. The contractor must meet the following technical requirements

- a. The software solution must support Covered California standard desktop hardware including:
 - a. Processor type Intel Core i3
 - b. Hard drive size 128GB Hard Drive
 - c. Ethernet connection IPV4 Gigabit Ethernet and 802.11 networking
 - d. 2GB RAM
 - e. USB 2.0 & 3.0
- b. The software solution must provide support to Covered California standard desktop software including:
 - a. Windows 7 (32-bit & 64-bit)
 - b. MS Office 2010
 - c. MS Internet Explorer 7, 8, & 9
 - d. Adobe Acrobat X
 - e. PCL6 Printing
 - f. SSL 3.0/TLS (HTTPS)
- c. The software solution must comply with access Rights and Privileges including
 - a. Users do not have system administrator rights
 - b. Vendors are not authorized to access or remotely control desktops for any reason
 - c. Vendors are not authorized to update desktops
- d. Disaster recovery – Offsite redundancy of applicant data storage
- e. Accessibility
- f. System availability and incident response

- g. Data ownership and extraction

Task 4: The Contractor shall provide Covered California with an Applicant Tracking System that meets the following sensitive Personally Identifiable Information (PII) requirements:

Sensitive PII Requirements– The contractor must provide a tracking system that protects PII during and following implementation.

Sensitive PII includes but is not limited to, Social Security number (SSN), or biometric identifier. Other data elements such as driver's license number, medical information, citizenship or immigration status, passport number, full date of birth, authentication information (e.g., mother's maiden name, password, etc.), financial information such as account numbers in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII.

- a. Contractor must ensure that information collected or maintained electronically is in compliance with the Federal Information System Management Act (FISMA).
- b. Contractor must provide role based access if there are different levels of access required to ensure users are only allowed access (even view) as required for the job duties.
- c. Covered California should have the responsibility for creating, maintaining, and deleting these role based accounts.
- d. Contractor must provide event logs for usage of the system that can be collected and maintained for auditing purposes.
- e. Events should be written for system output, administrator functions, user activities, patching or updates, etc.
- f. Contractor must provide a system that does not create unnecessary or duplicative collections of sensitive PII to minimize proliferation.
- g. Contractor must provide a system that prints only specific data elements needed to perform the task at hand.
- h. Contractor must provide a retention system for sensitive PII that is not to extend beyond the records retention schedule as identified by Covered California.
- i. Contractor must provide for a system that is saved, stored, or hosted only by Government equipment.
- j. Contractor must provide for on-site maintenance so that no sensitive PII is removed from the Covered California.
- k. Contractor must not provide a way for the sensitive PII data to be emailed, copied, written to an external share, USB, etc., or exported in any way.

Attachment 1 – Cover Sheet

The submission of this quote does not obligate the California Health Benefit Exchange to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the California Health Benefit Exchange and the bidder. When funding is authorized, the bidder will be expected to adhere to the terms of the executed contract.

The undersigned bidder hereby proposes to furnish all labor, materials, tools, and equipment to provide services in accordance with the specifications and provisions received with the RFQ.

1. Full Legal Name of Bidder's Organization:

2. Mailing Address:

Street	City	State	Zip
--------	------	-------	-----

Telephone	FAX	Email
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3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the bidder:

_____ Typed Name	_____ Title
---------------------	----------------

_____ Original Signature	_____ Date
-----------------------------	---------------

5. Bidder's contact person shall be:

(Name and Phone Number)

**ATTACHMENT 2
Cost Worksheet****Contractor Name:** _____Complete the Cost Worksheet provided below. **The total cost of the Agreement cannot exceed \$50,000.**

Task #	Deliverable Description	Total Cost
		\$

Attachment 3

FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – CERTIFICATION**Federal Requirement**

Offerors are required to provide the following certification to the agency before award of a purchase order using federal funds. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Present Status

The prospective recipient of federal assistance funds certifies, by submission of this signed certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Attach Explanation

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this certification.

Instructions for Certification

BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. By signing and submitting this certification, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this certification is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not, knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Offeror Company Name

Name and Title of Authorized Representative

Signature

ATTACHMENT 4
FORM 700 Statement of Economic Interest Certification

(DATE)

Contractor Name
Contractor Street Address
Contractor City, State Zip Code

California Health Benefit Exchange
Attention: Kelly Long
560 J Street, Suite 290
Sacramento, CA 95814

Upon award of the contract, (Contractor Name) agrees to provide a completed Title 10, California Code of Regulations, Chapter 12, Article 1, Statement of Economic Interests (Form 700).

Authorized Signature of Contractor

Website Address for Form 700 Pamphlet and Form [Ctrl + Click to follow link] —
www.fppc.ca.gov/index.php?id=500

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE:

DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number:

SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone:

Address:

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If “None,” go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Health Benefit Exchange

CONTRACTOR'S NAME

2. The term of this **insert** through **insert** Agreement is:

3. The maximum amount of this Agreement is: **\$ [To be left blank until contract award]** dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	XX Page(s)
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B, Attachment 1 – Cost Worksheet	XX Page(s)
Exhibit C – CMAS Terms and Conditions	10 Pages
Exhibit D – Special Terms and Conditions	4 Pages
Exhibit E – Additional Provisions	4 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Health Benefit Exchange

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

David Maxwell-Jolly, Chief Deputy Executive Director, Strategy

ADDRESS

560 J Street, Suite 290, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:
**Government Code
Section 100505**

Attachment 9
Exhibit A
(Standard Agreement)

SCOPE OF WORK

Insert final SOW

Contract Deliverables:

1. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as all state law requirements that were passed in Assembly Bill 1602 (Chapter 655, Statutes of 2010) and Senate Bill 900 (Chapter 659, Statutes of 2010).
2. The Contractor shall provide all deliverables within the timeframe specified and required by the State.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the State.
4. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.
5. In the event the State requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the State, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the State.
6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B – Budget Detail and Payment Provisions.

Project Representatives:

The representatives for this project, during the term of this Agreement, shall be:

State Program Representative	Contractor Representative:
Juli Baker California Health Benefit Exchange 560 J Street, Suite 290 Sacramento, CA 95814 (916) 323-3628 (916) 323-3567 Juli.Baker@covered.ca.gov	(Enter Contractor's Name) (Enter Representative's Name) (Enter Address) (City, State and Zip) (Telephone Number) (Fax Number) (Email Address)

Attachment 10
EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

(Standard contract language)

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed (Enter **Contract Total**). Shown below are the amounts that cannot be exceeded for each state fiscal year.

(20xx/20xx: \$ xx,xxx)

(20xx/20xx: \$ xx,xxx)

2. (This language changes depending on how the Contractor will be reimbursed for services, e.g., Flat Fee or Hourly Rate.) For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State, agrees to pay the Contractor for said services at an hourly rate of \$xxx.00 per hour.

The Contractor shall submit an invoice supported by brief progress which summarizes both completed tasks and work in progress toward all contract deliverables.

3. (Standard contract language.) Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Health Benefit Exchange
Attn: Accounting
560 J Street, Suite 290
Sacramento, CA 95814

Invoices shall:

- a. Be prepared on agency/company letterhead. If invoices are not on agency/company letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- b. Bear the Contractor's name as shown on the Agreement.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.
- e. Any invoices submitted without the above-referenced information may be returned to the Contractor for further re-processing.

Attachment 10
EXHIBIT B
(Standard Agreement)

(Standard contract language)

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, California Health Benefit Exchange shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the California Health Benefit Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

(Standard contract language)

C. For Contracts With Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The California Health Benefit Exchange has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

(Standard contract language)

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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(Standard Agreement)

(Standard contract language)

E. Review

The California Health Benefit Exchange reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

(Standard contract language)

F. Final Billing

Invoices for services must be received by the State within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

(Standard contract language)

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

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GENERAL TERMS AND CONDITIONS

A. APPROVAL:

This Agreement is of no force or effect until signed by both parties.

B. AMENDMENT:

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. AUDIT:

Contractor agrees that the awarding department ("the State") and the Bureau of State Audits, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

E. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, trustees, agents and employees from any and all claims, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:

- (i) Arise out of, are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or
- (ii) Are caused by or result from or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
- (iii) Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses

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accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or

- (iv) Arise out of, are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the Subject Inventions, Prior Inventions or other Inventions provided in any way by Contractor and used, reproduced or otherwise exploited by the State in connection with any of the Agreement Programs or any Turnover thereof; or
- (v) Arise out of, are due to or are alleged to arise out of or be due to, any violation of HIPAA, the HIPAA Regulations, HITECH Act, other security or privacy laws, or any other laws, by Contractor or any subcontractor or agent under Contractor's control.

If and to the extent that the Contractor has knowledge of a claim that it believes may develop into an action that would be subject to this Agreement, the Contractor shall promptly notify the State of the claim.

Right to Tender or Undertake Defense. If the State is named a party in any judicial, administrative, or other proceeding arising out of or in connection with a breach of this Agreement or a matter for which the Contractor is obligated to indemnify the State under this Agreement, then the State will have the option at any time to either (i) tender its defense to Contractor, in which case Contractor will provide qualified attorneys, consultants, and other appropriate professionals to represent the State's interests at Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Contractor will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If the State elects option (ii) above, the Contractor shall be afforded a reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense; however, the State shall have sole control of the defense.

Right to Control Resolution. Notwithstanding that the State may have tendered its defense to the Contractor, neither party shall settle, compromise or resolve any claims, causes of action, liabilities or damages against the State without the consent of the other party, which consent shall not be unreasonably withheld. Any such resolution will not relieve the Contractor of its obligation to indemnify the State.

F. DISPUTES:

Disputes shall be administered in accordance with Paragraph A of Exhibit D of this Agreement. During any dispute, Contractor shall continue with the responsibilities under this Agreement, unless directed otherwise by the State in writing.

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G. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise agreed to by the State in writing. Such right of termination shall be without prejudice to any other remedies available to the State. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and the State may proceed with the work in any manner deemed proper by the State. In such event, the State shall pay the Contractor only the reasonable value of the services rendered, and all costs to the State shall be deducted from any sum due the Contractor. The State may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

H. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State except for purposes of Civil Code Section 1798.24.

I. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Section 12209. Contractor may certify that the product contains zero recycled content.

J. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (over 40), marital status, and use of family and medical care leave pursuant to state or federal law. Contractor and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of

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the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

K. CONTRACTOR CERTIFICATION CLAUSES:

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor

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may be ineligible for award of any future State agreements if the State determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two (2)-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. DOING BUSINESS WITH THE STATE OF CALIFORNIA:

a. CONFLICT OF INTEREST:

Contractor acknowledges the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement the Contractor shall contact the State immediately for clarification.

1) Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

2) Former State Employees (PCC 10411):

- a) For the two (2)-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transaction, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the twelve (12)-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general

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subject area as the proposed contract within the twelve (12)-month period prior to his or her leaving state service.

- 3) If Contractor violates any provisions of the above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).
- 4) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

b. LABOR CODE/WORKERS' COMPENSATION:

Contractor acknowledges the provisions of law which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700.)

c. AMERICANS WITH DISABILITIES ACT:

Contractor certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

d. CONTRACTOR NAME CHANGE:

Contractor acknowledges that an amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

e. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- 1) Contractor acknowledges that, when agreements are to be performed in the state by corporations, the State will verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- 2) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- 3) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do

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business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

f. **RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

g. **AIR OR WATER POLLUTION VIOLATION:**

Contractor acknowledges that, under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation or provisions of federal law relating to air or water pollution.

h. **PAYEE DATA RECORD FORM STD 204:**

Contractor acknowledges that this form must be completed by all contractors that are not another state agency or other government entity.

L. TIMELINESS:

Time is of the essence in this Agreement.

M. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

N. GOVERNING LAW:

This Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of law provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

O. ANTITRUST CLAIMS:

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The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes sections set out below.

1. The Government Code Chapter on Antitrust claims contains the following definitions:
 - a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

P. CHILD SUPPORT COMPLIANCE ACT:

In accordance with the Child Support Compliance Act,

1. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws

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relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Q. UNENFORCEABLE PROVISION:

Should one or more provisions of this contract be held by any court to be invalid, void or unenforceable, the remaining shall nevertheless remain and continue in full force and effect.

R. UNION ORGANIZING:

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this agreement will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
5. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of Government.

S. DOMESTIC PARTNERS:

Notwithstanding any other provision of law, no state agency may enter into any contract for the acquisition of goods or services in the amount of one hundred thousand dollars (\$100,000) or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates

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between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

T. LEGAL SERVICES REQUIREMENTS:

For all contracts that provide legal services:

1. The contractor shall agree to adhere to legal cost and billing guidelines designated by the state agency.
2. The contractor shall adhere to litigation plans designated by the state agency.
3. The contractor shall adhere to case phasing of activities designated by the state agency.
4. The contractor shall submit and adhere to legal budgets as designated by the state agency.
5. The contractor shall maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.
6. The contractor shall submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees or designees of the state agency or by any legal cost control providers retained by the state agency for that purpose.

U. MINIMUM PRO-BONO CERTIFICATION:

For all contracts over \$50,000 that provide legal services, the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

V. PRIORITY HIRING CONSIDERATIONS FOR RECIPIENTS OF AID:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

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SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute persists, Contractor shall submit a written dispute notice to the Exchange Project Representative within 15 calendar days after the date of the action causing the dispute. The written dispute notice shall contain the following information:
 - a. the decision or issue under dispute;
 - b. the reason(s) Contractor believes the decision or position taken by the Exchange is in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. The Exchange Project Representative, within 15 calendar days after receipt of the dispute notice, shall issue a written decision regarding the dispute. The written decision shall include the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale
3. If the Contractor is not satisfied with the decision of the Exchange Project Representative, the Contractor may, within 15 calendar days of the Exchange Project Representative's decision, submit a written appeal to the Exchange Executive Director. The Executive Director shall then issue a final decision on the dispute within 30 days after receiving Contractor's written appeal. If the Executive Director fails to render a final decision within 30 days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 30 days following the date of the final decision.
4. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the Exchange's instructions. Contractor's failure to diligently proceed in accordance with the Exchange's instructions shall be considered a material breach of this Contract.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

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C. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of his/her knowledge and belief he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.sam.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the California Health Benefit Exchange to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be

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subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

To the extent applicable, pursuant to Office of Management and Budget (OMB) Circular A-133 §____.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §____.320 "Report Submission" and a copy shall be forwarded to the California Health Benefit Exchange.

G. Executive Compensation Reporting

To the extent applicable, pursuant to 2 C.F.R. Part 170, certain subrecipients of federal awards that in the previous fiscal year received 80% or more of their annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986, the subrecipient must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year.

H. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Exchange and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the Exchange for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the Exchange to make payments to the Contractor. As a result, the

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Exchange shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. Insurance Requirements

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined; and
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions a, b, and c, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
 - b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
 - c. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the general and automobile liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Exchange, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability and automobile liability including non-owned auto liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and the Exchange harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

The State will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

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EXHIBIT D
(Standard Agreement)

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Attachment 13
EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Intellectual Property Rights

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by the California Health Benefit Exchange become the exclusive property of the California Health Benefit Exchange and may be copyrighted by the California Health Benefit Exchange.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of California Health Benefit Exchange. The California Health Benefit Exchange agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor and further agrees that the Contractor may sublicense additional persons on the same royalty-free basis.
3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the California Health Benefit Exchange pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

B. Confidentiality

The contractor agrees to protect the personal information of all individuals by following applicable federal and state privacy and security requirements.

All financial, statistical, personal, technical, and other data and information related to the California Health Benefit Exchange's operations that are not publicly available and that become available to Contractor shall be protected during or after its relationship with the California Health Benefit Exchange by Contractor from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any Confidential Information for any purpose other than carrying out the provisions of the Agreement.

Confidential Information includes, but is not limited to, all proprietary information of the California Health Benefit Exchange including without limitation: the Deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including the State's software; support materials; information regarding the State's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning the State's finances, contracts, services, or personnel.

Attachment 13
EXHIBIT E
(Standard Agreement)

At the conclusion of its relationship with the California Health Benefit Exchange, Contractor shall return any and all records or copies of records relating to the California health Benefit Exchange, or its business, or its Confidential Information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of the California Health Benefit Exchange. Contractor agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. Contractor will report to the California Health Benefit Exchange any and all unauthorized disclosures of Confidential Information. Contractor acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to the California Health Benefit Exchange, and if Contractor should publish or disclose Confidential Information to others, California Health Benefit Exchange shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity, without posting a bond.

C. Resumes

Resumes of personnel the Contractor will use to provide services under this Agreement are included as **Exhibit E – Attachment 1**, and made a part herein by this reference.

D. Evaluation of Contractor

Contractor is hereby notified that the State will evaluate the Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," STD Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

E. Review of Deliverables

The California Health Benefit Exchange reserves the right to review the Deliverables following Contractor's delivery of each to the California Health Benefit Exchange to determine whether the Deliverables conform to the specifications and to the California Health Benefit Exchange's satisfaction, and to either: reject a Deliverable if it fails to conform to the specifications and to the California Health Benefit Exchange's

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satisfaction or has defects (collectively, "errors"); or to accept each Deliverable if it has no such errors ("Acceptance"). If the California Health Benefit Exchange rejects the Deliverables, Contractor shall, at the California Health Benefit Exchange's request, promptly correct all such errors and, thereafter, the California Health Benefit Exchange shall again have the opportunity to review the Deliverables. If Contractor is not able to correct all errors in the Deliverables within 30 days following their receipt by the California Health Benefit Exchange, the California Health Benefit Exchange shall have the right to terminate this Agreement, which termination shall be deemed due to Contractor's default. In the event of any such termination, Contractor shall return all payments previously made to Contractor under this Agreement.

F. Severability

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

G. Waiver of Breach

The waiver by the California Health Benefit Exchange of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

H. Contractor Limitations

Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Contractor agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Contractor's fully performing his/her obligations to the State under the terms of this Contract. Contractor shall inquire about and require disclosure by its Staff and Subcontractors of all activities that may create an appearance of conflict. In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to the State Project Manager a full disclosure statement setting forth the relevant details of any activity which the Contractor reasonably believes may have the appearance of a conflict of interest for the State's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for the State consideration and direction shall be grounds for Termination of this Contract.

Consistent with the Public Contract Code Section 10365.5, no person, firm or subsidiary who has been awarded a consulting services contract may submit a bid, nor be awarded a contract, for the provision of the services, procurement of goods or supplies,

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or any other related action that is required, suggested, or otherwise deemed appropriate in the product of the consulting service contract. This does not apply to:

- (a) Any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- (b) Consulting services contracts subject to Chapter 10 (commencing with [Section 4525](#)) of Division 5 of Title 1 of the Government Code.

I. Future Contract Services

The services performed under this Agreement may provide a basis for future services. If directed by the Exchange at the Exchange's sole discretion and agreed upon by the Contractor, and subject to Board approval, the parties may amend this Agreement's Statement of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) to include additional services, including services arising out of the Agreement.

Attachment 1-G

Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the
 United States.

OR
2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) to submit a bid or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the
 written permission from DGS is included with our bid or proposal.

OR
3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

CONFIDENTIALITY STATEMENT
CALIFORNIA HEALTH BENEFIT EXCHANGE

I certify that, except for purposes directly connected with the administration of the procurement process referenced below, I will keep confidential and secure and will not copy, give, or otherwise disclose to any person the subject matter or substance of any information or data, proposals, bids, e-mails, correspondence, memoranda, working papers, meeting results or notes, phone or conference call notes, or records, in any form, that contain any documentation related to this procurement. I understand that information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials.

I understand that when my service with the California Health Benefit Exchange ends, I must continue to keep confidential all information that was made available to me as part of my duties and participation with this procurement. I agree to follow any instruction provided by the California Health Benefit Exchange respecting the confidentiality of procurement information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the buyer immediately in the event that I either learn or have reason to believe that any person who has access to confidential information related to this procurement has disclosed or intends to disclose that information in violation of this agreement.

Organization	Title	
Name	Signature	Date
Project Name	Procurement Title and #	